

1 **SAO**

2 Todd M. Touton, #1744

3 ttouton@lionelsawyer.com

4 Kirby J. Smith, #414

5 ksmith@lionelsawyer.com

6 LIONEL SAWYER & COLLINS

7 1700 Bank of America Plaza

8 300 South Fourth Street

9 Las Vegas, Nevada 89101

10 Telephone: (702) 383-8888

11 Facsimile: (702) 383-8845

12 *Attorneys for Plaintiff*

13 CML-NV CAULDRON, LLC

14 **UNITED STATES DISTRICT COURT**

15 **DISTRICT OF NEVADA**

16 CML-NV CAULDRON, LLC, a Florida
17 limited liability company,

18 Plaintiff,

19 v.

20 ZOHAR RAPAPORT, an individual; TAL
21 DAGAN, an individual; OMRI MERON, an
22 individual; THE VILLAGE AT RUSSELL-
23 PHASE 1, LLC, a Nevada limited liability
24 company; CAHUENGA PROPERTY, LLC, a
25 California limited liability company; and
26 RUSSELL & I215 DEVELOPMENT NO. 1,
27 LLC, a Nevada limited liability company,

28 Defendants.

Case No. 02-10-CV-695

(Consolidated with Case No. 2:11-cv-289)

29 **STIPULATION AND ORDER TO DISMISS WITH PREJUDICE**

30 Plaintiff CML-NV Cauldron, LLC ("Plaintiff") and Defendants Zohar Rapaport, Tal
31 Dagan, Omri Meron, The Village At Russell-Phase 1, LLC, Cahuenga Property, LLC, and
32 Russell & I215 Development No. 1, LLC ("Defendants") **STIPULATE THAT:**

33 On or about May 13, 2010, Plaintiff initiated this action (the "Main Action"). Plaintiff
34 subsequently filed a separate deficiency action, 2:11-cv-289 on or about February 22, 2011 (the
35 "Deficiency Action"). The Deficiency Action was then consolidated with the Main Action on or

1 about August 12, 2011.

2 On or about February 17, 2012, the Court granted Defendants' Motion to Dismiss for
3 Lack of Jurisdiction. This judgment was entered on February 21, 2012. Plaintiff timely
4 appealed the judgment and the appeal is currently pending in the Ninth Circuit.

5 Plaintiff and Defendants have reached a settlement, as particularly described in a separate
6 writing. Accordingly, Plaintiff and Defendants further stipulate that this action be dismissed
7 with prejudice in accordance with the Settlement Agreement executed concurrently with this
8 Stipulation and Order, with each party bearing its own fees and costs.

9 This Stipulation is subject to Plaintiff's and Defendants' rights and obligations that shall
10 continue and survive this Stipulation as expressed in the Settlement Agreement.

11 **SO STIPULATED.**

12
13 LIONEL SAWYER & COLLINS

14
15 By: 

16 Todd M. Touton, #1744
17 Kirby J. Smith, #414
18 1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

19 *Attorneys for Plaintiff*
20 RES-NV TVL, LLC

21
22 MARQUIS AURBACH & COFFING


23 By: 

24 Frank M. Elansburg, III #6974
25 10001 Park Run Drive
26 Las Vegas, Nevada 89145

27 *Attorneys for Defendants*
28 ZOHAR RAPAPORT, TAL DAGAN, OMRI
MERON, THE VILLAGE AT RUSSELL-
PHASE 1, LLC, CAHUENGA PROPERTY,
LLC, and RUSSELL & I215
DEVELOPMENT NO. 1, LLC

29 **IT IS SO ORDERED.**

30 Dated this 12 day of June, 2014.

31
32 
33 UNITED STATES DISTRICT COURT JUDGE
34 LLOYD D. GEORGE

1 Submitted by:

2 LIONEL SAWYER & COLLINS

3
4 By: 

Todd M. Touton, #1744

Kirby J. Smith, #414

1700 Bank of America Plaza

300 South Fourth Street

Las Vegas, Nevada 89101

5
6
7
8 *Attorneys for Plaintiff*

CML-NV CAULDROM, LLC